testator to a legatee, a married woman, which she was morally though not legally bound to repay, could not be set off against her legacy. *In re Wheeler*, [1904] 2 Ch. 66. The present decision can be supported, if at all, only on the ground that it would be unconscionable for the beneficiary to take his share of the estate without accounting for the debt.

EXTRADITION — INTERNATIONAL EXTRADITION — RETROACTIVE TREATY. The defendant, having committed bribery in Ohio in 1906, fled to Ontario. The Ohio authorities demanded his return under the treaty between Great Britain and the United States. This treaty was not ratified until 1907, but it provided that there might be extradition for bribery committed since 1889. *Held*, that the defendant may be extradited. *Re Cannon*, 12 Ont. W. Rep. 171.

A fugitive from the justice of one country is not guaranteed an asylum in any other country. *Ker* v. *Illinois*, 119 U. S. 436. Extradition, therefore, is a mere form of procedure which deprives him of no substantial right. Accordingly it is not a form of punishment within the meaning of the United States constitutional provision against *ex post facto* laws. *Duncan* v. *Missouri*, 152 U. S. 377. And in the United States it seems settled that an extradition treaty operates retroactively unless it contains a provision expressly declaring that it shall not apply to crimes committed prior to its conclusion. *In re De Giacomo*, 12 Blatchf. (U. S.) 391. *A fortiori* the defendant is liable to be extradited where the parties to the treaty, as in the one under consideration, clearly intended it to have a retroactive effect.

GOOD WILL — BASIS OF VALUATION ON DISSOLUTION OF PARTNERSHIP. — A retiring partner demanded an accounting for his share in the firm assets, including the good will, from the surviving partner who had taken over the entire assets of the firm and continued the business under the old name. *Held*, that the defendant must account for salable value of the good will at the time of dissolution on the basis that either partner has a right to carry on a new business of the same kind and to solicit trade from customers of the old firm. *Moore* v. *Rawson*, 85 N. E. 586 (Mass.).

When a partnership business has been sold under bankruptcy proceedings, the law of both England and this country allows either partner to set up a new business of the same kind and to solicit trade from the customers of the old firm, and the value of the good will is estimated accordingly. *Walker* v. *Mottram*, 19 Ch. D. 355; *Hutchinson* v. *Nay*, 187 Mass. 262. When, however, there is a voluntary sale by one partner of his interest in the business, the English law, though it allows the seller to set up a new business of the same kind, prohibits him from soliciting the patronage of the customers of the old firm and the courts assess the good will on this basis. *Trego* v. *Hunt*, [1896] A. C. 7. In the case of a sale of the good will on dissolution of a partnership the English courts apply the rule in voluntary sales. *In re David and Matthews*, [1897] 1 Ch. 378. But in the principal case the rule in sales under bankruptcy proceedings was applied. It is submitted that the sale was essentially voluntary, and that therefore the English view should have been followed.

HABEAS CORPUS — PARENT'S RIGHT TO WRIT DISCHARGING INFANT SON FROM ARMY. — A parent sued out a writ of *habeas corpus* to secure the discharge of his infant son from the army under R. S. U. S. § 1117, which provided that "no person under the age of twenty-one years shall be enlisted or mustered into the service of the United States without the written consent of his parents or guardian." After the writ had issued the infant was arrested and charges were instituted against him for fraudulent enlistment. *Held*, that the writ should be dismissed. *Ex parte Lewkowitz*, 163 Fed. 646 (Circ. Ct., S. D. N. Y.).

The enlistment of an infant over sixteen years of age is binding upon the infant himself, but voidable at the option of the parent or guardian. *In re Morrissey*, 137 U. S. 157. If the infant has been sentenced by court martial, he will not be released on the petition of his parent or guardian. *In re Dowd*, 90 Fed. 718. Nor will he be released if a court martial has obtained jurisdiction